

DEED OF TRUST

The State of Texas,
COUNTY OF DALLAS

Know All Men by These Presents:

THAT THE UNDERSIGNED, WE, C. E. MAPLES and wife, ALEEN MAPLES,

of the County of Dallas, and State of Texas, in consideration of the debt and trust herein-after mentioned, have Granted, Bargained, Sold and Conveyed, and by these presents do Grant, Bargain, Sell and Convey unto EDGAR W. LAYTON, Trustee, and to his successors or substitute in this trust, and to his and their assigns hereunder forever, the following described property, situated in the County of Dallas and State of Texas, to-wit:

Being all of LOT 9 and a part of LOTS 10 and 11 in BLOCK 116/3099 of the Original Town of Oak Cliff, now to the City of Dallas, Texas, according to the Map thereof, recorded in Volume 89, page 1 of the Deed Records, Dallas County, Texas, said part of Lots 10 and 11 being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the West line of Ewing Avenue with the Northwest right of way line of R. L. Thornton Freeway;

THENCE Southwestward along said right of way line 203.92 feet to the East line of a 20-foot alley through said block;

THENCE angle right 119. deg. 07 min. 44 sec. and Northward along the East line of said alley, 105.84 feet to the Northwest corner of Lot 10 and the Southeast corner of Lot 9;

THENCE angle right 90 deg. and Eastward along the division line between Lots 9 and 10 to a point on the West line of Ewing Avenue, same being the Southeast corner of Lot 9 and the Northeast corner of Lot 10, a distance of 182.5 feet;

THENCE angle right 90 deg. and Southward along the West line of Ewing Avenue 3.84 feet to the PLACE OF BEGINNING and containing 9,981 square feet of land.

The note described herein and secured hereby is additionally secured by vendor's lien retained in deed of even date herewith executed by John Pezzullo to the Grantors herein, conveying the hereinabove described property.

The note described herein and secured hereby is SECOND, SUBORDINATE AND INFERIOR to a note dated November 15, 1962, in the original principal sum of \$160,000.00 executed by O. G. Norman and John Pezzullo, payable to the order of JONES-COX MORTGAGE CORPORATION; secured by Deed of Trust of even date therewith to J. W. Jones, Trustee, of record in the Deed of Trust Records of Dallas County, Texas.

Should parties of the first part make default in the punctual payment of the first lien indebtedness now existing against the property herein described, or any part thereof, principal or interest, as the same shall become due and payable, then the whole amount of the indebtedness hereby secured remaining unpaid, shall, at the option of the party of the third part, or other holder hereof, without demand, presentment and notice immediately mature and become payable; and it shall thereupon, or at any time thereafter, the same or any part thereof remaining unpaid, be the duty of the party of the second part herein, and of his successor or substitute, on the request of said party of the third part, or other holder hereof, to enforce this Trust as herein provided.

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TO HAVE AND TO HOLD the said described property, with all rights, members, fixtures, hereditaments and appurtenances, now or hereafter, at any time before the foreclosure hereof, in any wise appertaining or belonging thereto, unto the said Trustee, and to his successor or substitute hereunder, and to his and their assigns forever. And the undersigned hereby binds himself, herself, his, her or their heirs, executors and administrators, to warrant and forever defend all and singular the said premises, unto the said Trustee, his successor or substitute in this trust, and to his or their assigns forever, against the lawful claim or claims of all persons whomsoever. The term "fixtures" as used herein, shall include, but shall not be limited to, all electrical fixtures, water heaters, plumbing fixtures, cooling and air conditioning equipment, including portable and window type air conditioning equipment, floor coverings, including wall to wall carpeting, window shades, venetian blinds and heating equipment.

THIS CONVEYANCE is made in trust, however, to secure and enforce the payment of **ONE** promissory note of even date herewith (hereinafter referred to as note), executed by the undersigned, payable to **JOHN PEZZULLO or BETTY PEZZULLO**, or order at **Dallas, Texas, as follows:**

Being in the principal sum of **\$51,250.00**, payable in monthly installments and bearing interest as stipulated therein;

all past due interest and principal shall bear interest at the rate of ten per cent per annum. It is agreed that if default be made in the payment of any principal or interest on said note, or in the performance of the covenants or agreements herein contained, or any of them, then at the option of the legal holder of said note, the whole of the principal debt herein secured, together with any accrued interest thereon shall become due and payable, and may be collected by suit or by proceeding hereunder; and it is further agreed that if said indebtedness is not paid when due, and is placed in the hands of an attorney for collection, or if collected through the Probate Court, ten per cent additional on full amount due shall be added as attorney's fees.

NOW, THEREFORE, if the said indebtedness be paid, principal and interest, as the same becomes due and payable, and if the covenants and agreements herein contained be kept and performed, then and in that case only, this conveyance shall become null and void, and the property herein conveyed shall become wholly clear, and these presents released in due form at the Grantors' cost, otherwise to remain in full force and effect; but if default shall be made in the payment of this note, or any installment of interest thereon, when the same shall become due, or in case of the breach of any of the agreements or covenants herein mentioned, then at the request of the legal holder of said note, or any holder of any portion of the indebtedness secured hereby, the said Trustee, or his successor or successors appointed hereunder is hereby authorized and empowered to sell the land hereby conveyed, at public auction, to the highest bidder, for cash, at the Court House door of Dallas

County, Texas, between the hours of ten o'clock a.m., and four o'clock p.m., on the first Tuesday in any month, after having given notice of the time, place and manner of sale by posting written notices thereof at three public places in said county, one of which shall be at the Court House Door of said county, for three consecutive weeks prior to the day of sale; and it is hereby agreed that the said Trustee, or his successor, may sell said property, together in lots or parcels, as to him shall seem expedient; and after said sale as aforesaid, shall execute and deliver to the purchaser or purchasers thereof, good and sufficient deed or deeds in law to the property so sold, in fee simple, with the usual warranties, and shall receive the proceeds of said sale, and out of the same shall pay: First, all charges, cost and expenses of executing this trust, including a reasonable fee to the Trustee; Second, the note above described and all sums of money due or to become due hereunder, with interest as agreed; and Third, shall render the overplus, if any, unto the undersigned herein, or legal representatives or assigns; and any such sale shall not be held to exhaust the power of sale granted hereunder but such power of sale shall survive, and subsequent sales may be had in like manner so long as any of the indebtedness secured hereby remains unpaid.

WE FURTHER COVENANT to have the improvements on the property hereby conveyed insured against loss or damage by fire, explosion and storm in some good and solvent insurance company or companies authorized to do business in Texas and approved by the holder or holders of the indebtedness in the amount of their full insurable value or such lesser amount as may be satisfactory to the holder or holders of said indebtedness, such insurance to be payable, in the event of loss or damage, by the terms of the policy, to the holders of said indebtedness as their interest may appear, and to deliver the policy or policies, and all renewals thereof, as soon as written, to such holders, and to pay, before the same shall become delinquent, all taxes, and assessments which may be levied or assessed against said premises or any part thereof, and to pay all principal and interest payments when due on all indebtedness against the above described property, secured by superior or prior liens to those securing the note above described and hereby secured; and we agree to continue said insurance in force until all of the indebtedness hereby secured has been paid in full. And it is especially agreed that if the undersigned shall fail to effect said insurance and deliver such policies, as herein provided, or to pay such taxes, assessments or payments on such prior indebtedness the holder of the note hereby secured may at his option declare the note hereby secured due and payable, or the said insurance may be effected, and the said taxes, assessments, or payments on such prior indebtedness may be paid by the legal holder of the note secured hereby, and the sum so expended shall be a demand obligation and become a part of the debt hereby secured, and shall draw interest at the rate of eight per cent per annum from the date so expended until paid.

Grantors hereby expressly agree to permit no waste and to keep all improvements on said premises in good repair and condition; and, not to permit to be done to said premises anything that may in any way impair or lessen the security under this instrument.

THE GRANTORS FURTHER AGREE to pay all taxes that shall be chargeable to or assessed against this mortgage and the note or notes hereby secured, which tax payments on this mortgage and the note or notes hereby secured, together with the interest payments, are not to exceed ten per cent per annum on the principal amount of the indebtedness hereby secured.

THE HOLDER OR HOLDERS of the indebtedness hereby secured, as further security therefor, shall, in event of default hereunder, have the right to take possession of said premises, and shall have the right to receive and collect the rents thereafter accruing on the property hereby conveyed and apply the same as a credit on any indebtedness secured hereby.

IN THE EVENT of foreclosure under the power herein granted, the Grantors, their heirs, successors or assigns, or any person in possession of said premises, shall thereupon become the tenant at will of the purchaser at such foreclosure sale, and should such tenant refuse to surrender possession of said premises upon demand, the purchaser shall thereupon be entitled to institute and maintain the statutory action for forcible detainer and procure a writ of possession thereunder.

IT IS FURTHER AGREED that in case of the death, resignation, removal or absence of said Trustee from the County of Dallas, Texas, or his refusal or failure or inability to act, or in the event the holder of the indebtedness secured hereby or any part thereof should for any reason desire to appoint a new Trustee in the place of the Trustee herein named or in the place of any substitute Trustee that may have been theretofore appointed, such holder shall be and hereby is authorized to appoint a substitute in writing, who shall thereupon succeed to all of the estate, rights, powers and trusts granted to the Trustee herein named. If the holder of said note is a corporation then its President or any Vice President thereof may, without further formality, appoint a substitute in writing who shall succeed to all powers of the original Trustee.

IT IS SPECIALLY AGREED that in case of any sale hereunder, all prerequisites to said sale shall be presumed to have been performed, and that in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment of money secured, or as to the breach or non-performance of any of the covenants herein set forth, or as to the request of the Trustee, to enforce this Trust, or as to the proper and due appointment of any substitute Trustee, or as to the advertisement of sale, or time or place or manner of sale, or as to any other preliminary act or thing, shall be taken in all courts of law or equity as *prima facie* evidence that the facts so stated or recited are true.

IN NO EVENT shall a greater rate than ten per centum per annum be charged or collected for the use of the money hereby secured, and should a greater amount be collected, it shall be construed as a mutual mistake of the parties and returned to maker.

EXECUTED this

12th

day of

MARCH,

A. D 19 64

C. E. Maples
C. E. MAPLES

Aleen Maples
ALEEN MAPLES

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515 JES

THE STATE OF TEXAS,

County of Dallas

BEFORE ME, the undersigned authority, on this day personally appeared

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This

day of

A. D. 19

(L. S.)

Notary Public

Dallas County, Texas.

THE STATE OF TEXAS,

County of Dallas

BEFORE ME, the undersigned authority, on this day personally appeared

C. E. MAPLES

and

ALEEN MAPLES

his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said

ALEEN MAPLES

, wife of the said

C. E. MAPLES

having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said ALEEN MAPLES , acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This

12

day of

MARCH, A. D. 19 64 .

E. E. Maples

(L. S.)

Notary Public

in & for Dallas County, Texas.

THE STATE OF TEXAS,

County of Dallas

BEFORE ME, the undersigned authority, on this day personally appeared

, wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said , acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This

day of

A. D. 19 .

(L. S.)

Notary Public

Dallas County, Texas.

THE STATE OF TEXAS,

County of Dallas

BEFORE ME, the undersigned authority, on this day personally appeared

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Also before me on this day personally appeared

wife of , known to me to be the person whose name is subscribed to the foregoing instrument, and, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said , acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This

day of

A. D. 19 .

(L. S.)

Notary Public

Dallas County, Texas.

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CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of Dallas,

BEFORE ME, the undersigned authority, on this day personally appeared , known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said a corporation, and that he executed the same as the act of such corporation for the purpose and consideration therein expressed in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This

A. D. 19...

Notary Public

County, Texas

(L. S.)

STATE OF TEXAS COUNTY OF DALLAS
I hereby certify that this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped herein by me.

APR 14 1984



John E. Tally
County Clerk, Dallas County, Texas

4/1/84
DEED OF TRUST

C. E. MAPLES, ET AL
TO

EDGAR W. LAYTON
Trustee

JOHN PEZZULLO OR PETTY
PEZZULLO
Beneficiary

Filed for Record this day
of A. D. 19

at o'clock M.

Clerk
Dallas County, Texas
Deputy

EDGAR W. LAYTON
ATTORNEY AT LAW
30 North Main
DALLAS 2, TEXAS

Return to John E. Tally
3535 22nd Avenue
Dallas, Texas
Address
214658

THE STATE OF TEXAS,
County of Dallas,

I hereby certify that the foregoing instrument, with its certificate of authentication, was filed in my office, for record on the day of A. D. 19 , at o'clock M., and was duly recorded by me on the day of , A. D. 19 , in Vol. , on page , of the Records of Mortgages and Deeds of Trust for said County.

County Clerk, Dallas County, Texas.

By , Deputy.

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